

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 43
2. Contract No.		3. Solicitation No. DAAA09-03-R-0119		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003JUL28	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ JMC AMSJM-CCA-M ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:45pm (hour) local time 2003AUG27 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name GAIL THOMPSON E-mail address: THOMPSONG@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-5158
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	22
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	11	X	J	List of Attachments	28
X	D	Packaging and Marking	12	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	13	X	K	Representations, Certifications, and Other Statements of Offerors	29
X	F	Deliveries or Performance	17				
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	34
X	H	Special Contract Requirements	18	X	M	Evaluation Factors for Award	39

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)		
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature		18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		Item
24. Administered By (If other than Item 7)			25. Payment Will Be Made By		
SCD PAS ADP PT					
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 2 of 43
--------------------	---	--------------

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

NOTICE: This acquisition is full and open and shall be acquired via competitive, best value procedures. TECHNICAL DATA PACKAGE IS CLASSIFIED AS "DISTRIBUTION D" LIMITED DISTRIBUTION. Distribution Statement D means that the TDP cannot be distributed via the internet. This TDP contains technical data whose export is restricted by the Arms Export Control Act, (Title 22, U.S., SEC 271 ET SEQ) or the Export Administration Act of 1979, as amended titled, 50 U.S.C., APP 2240 ET SEQ. Violations of these export laws are subject to severe criminal penalties. Disseminate IAW provision of DOD Directive 5230.25. Offerors must be registered with US/Canada Joint Certification Office to obtain a copy of the TDP (see www.dlis.dla.mil/jcp/ for instructions and information). After receipt of required certification, request copy of CD-ROM via e-mail to thompson@osc.army.mil, request must include Cage Code, Company Name, Address, Phone and point of contact.

1. The U.S. Army Joint Munitions Command requests your proposal for the Tank, 3" Cartridge, MK11-0 (70 Cal) Modified to 76mm (62 Cal) which is the major packaging component of the Cartridge, 76mm/62 Caliber. Henceforth referred to as the MK11-0 Cartridge Tank. This round was procured in 1985 competitively with Murphy Engineering, Evansville, IN winning the award.

2. This solicitation will result in a firm fixed price contract. First Article will be required and delivery will be FOB Destination.

3. All offerors are cautioned to pay specific attention to Section L, "Instructions for Proposal Preparation". Offerors should read Section M in its entirety. This acquisition will be awarded based on evaluation of the offeror's proposal using the areas, factors and subfactors listed in Section M of this Request for Proposal (RFP). This acquisition will be awarded based on an evaluation of the Manufacturing Plan, Past Performance, Price and Small Business Utilization. Award will be made to the offeror whose proposal is determined to offer the best value to the Government based upon the cited criteria; therefore, award may be made to other than the low offeror. Included in the evaluation shall be assessment of the inherent risks associated with each area.

Offerors should also take special note of the provision at Federal Acquisition Regulation (FAR) 52.215-1, "Instructions to Offerors-Competitive Acquisition".. The Government intends to award a contract resulting from this solicitation WITHOUT discussions with offerors (except clarification described in FAR 15.306(a)). INITIAL PROPOSALS should contain the offeror's BEST TERMS FROM PRICE, DELIVERY AND TECHNICAL STANDPOINT. The Government reserves the right to conduct discussions if determined necessary by the Procuring Contracting Officer.

Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The Government will not make assumptions concerning an offeror's intent, capabilities, facilities or experience. Clear identification is the sole responsibility of the offeror.

Offerors are cautioned to ensure that their proposals are complete, including all fill-ins and blanks in the solicitation. This also includes small business subcontracting plans, written approval from the cognizant Contracting Officer for use of Government Owned Facilities and Equipment.

Offerors are directed to the provision in Section L regarding Central Contractor Registration (CCR). Failure to register in the CCR will preclude an offeror from receiving award under this solicitation.

This executive summary is provided as an administrative convenience and is not intended to alter the terms and conditions of the solicitation in any way. Any inconsistencies between this executive summary and other solicitation provisions shall be resolved in favor of the other solicitation provisions.

*** END OF NARRATIVE A 002 ***

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996

(End of clause)

(AM7010)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 3 of 43
Name of Offeror or Contractor:		

A-3 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
OSC

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JCMCMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Waterlviet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of Clause)

(AS7010)

A-4 52.246-4501 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM APR/1997
OSC

(End of clause)

(AS7000)

A-5 52.252-4500 FULL TEXT CLAUSES SEP/1997
OSC

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).

2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/osc/clauses/index.htm.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 4 of 43
---------------------------	---	----------------------------

Name of Offeror or Contractor:

Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52P1J21091627 W90Y6U M 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 500 0180 002 1,000 0210 003 1,615 0240 FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099				
	PRODUCTION QUANTITY NOUN: SHIP & STORE CTG, TANK MK11-0 PRON: R13TVR54M2 PRON AMD: 01 AMS CD: 41500684036				
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52P1J30771629 W90Y6U J 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 485 0240 002 2,000 0270 003 2,000 0300 004 2,000 0330 005 2,000 0360 006 1,861 0390				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 7 of 43
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<div> <div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>FREIGHT ADDRESS</u></div> <div>(W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT</div> <div>ARMY PA FUNDED ACCT</div> <div>300 HWY 361</div> <div>CRANE IN 47522-5099</div> </div> <div> <div><u>PRODUCTION QUANTITY</u></div> <div>NOUN: SHIP & STORE,TANK CART MK11-0</div> <div>PRON: R13TVR55M2 PRON AMD: 01</div> <div>AMS CD: 41500684036</div> </div> <div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> </div> <div> <div><u>Deliveries or Performance</u></div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 W52PlJ30741621 W90Y6U J 3</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001 139 0390</div> <div>002 1,642 0420</div> </div> <div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>FREIGHT ADDRESS</u></div> <div>(W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT</div> <div>ARMY PA FUNDED ACCT</div> <div>300 HWY 361</div> <div>CRANE IN 47522-5099</div> </div> </div>				
0001AE	<div> <div><u>PRODUCTION QUANTITY</u></div> <div>NOUN: TANK, CARTRIDGE MK11-0</div> <div>PRON: RG2TVF23M2 PRON AMD: 01</div> <div>AMS CD: 41500684045</div> <div>CUSTOMER ORDER NO: N3172A02MPAX012</div> </div> <div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> </div>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG_CD MARK_FOR TP_CD</u> 001 W52P1J3182A770 W90Y6U J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 358 0420 002 586 0450 FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099				
	<u>PRODUCTION QUANTITY</u> NOUN: TANK, 3' CTG, MK11-0 PRON: RG3CAF54M2 PRON AMD: 01 AMS CD: 41300612002 CUSTOMER ORDER NO: N0002403MP60158				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG_CD MARK_FOR TP_CD</u> 001 W52P1J3177A772 W90Y6U M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 608 0450 FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099				
	<u>PRODUCTION QUANTITY</u> NOUN: TANK, 3" CARTRIDGE, MK11-0 PRON: RG3TVF08M2 PRON AMD: 01 AMS CD: 41300612002 CUSTOMER ORDER NO: N0002403MP60137				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52PlJ3192A771 W90Y6U J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 806 0450 002 552 0480</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099</p>				
0002	<p><u>DATA ITEM</u></p> <p>NOUN: DATA ITEM CDRL 1423 SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p>			\$** NSP **	\$** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 10 of 43
	PIIN/SIIN	DAAA09-03-R-0119	
Name of Offeror or Contractor:			

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

None

(BA6700)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 11 of 43
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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 562256 with revisions in effect as of 08/16/02 (except as follows):

The following drawings, specifications and documents are applicable to this procurement: Automated Data List 1001-56256, Rev. E., Dated 16 Aug 02, and revisions of documents thereon. "In addition supplemental quality assurance provisions 402-003 apply."

(CS6100)

C-2	52.225-4502 OSC	STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
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All contractor prepared material to be furnished under this contract shall be written in the English language.

(CS7103)

C-3	52.248-4502 OSC	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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(End of Clause)

(CS7600)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with MIL-T-18492, Amd 1 revision A, dated 30 Jul 1986. The "Exception to documentation: found on the ADL applies to paragraph 5.2.1.1 of MIL-T-18492..

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with MIL-STD-129, Rev P, Dated 15 Dec 2002. Bar Code Marking is Required.

EXCEPTION: HEAT TREAT WOOD REQUIREMENT & QUALITY MARKING: Because this item will never be shipped OCONUS, the heat treat requirement for all non-manufactured wood used in packaging and palletization does not apply to this procurement.

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with MIL-T-18492, AMD 1, revision A, dated 30 July 1986. The "Exception to the Documentation" found on the ADL applies to paragraph 5.2.1.1 of MIL-T-18492.

(End of clause)

(DS6204)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 13 of 43
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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- (X) ISO 9002
- () ISO 9001:2000; only design/development exclusions permitted
- () ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-4	52.209-4511 OSC	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
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- a. The first article shall consist of: ten complete tanks, five painted and five unpainted.; which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.
- b. The first article shall be delivered to:Naval Weapons Station, Earle, NJ 07722. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.
- c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAA09-03-R-0119 MOD/AMD</p>	<p align="center">Page 14 of 43</p>
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Name of Offeror or Contractor:

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: Airtightness (when stacked), serviceability (when stacked), drop test and paint test. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6033)

E-5 52.245-4537 ACCEPTANCE INSPECTION EQUIPMENT (AIE) FEB/2002

OSC

ACCEPTANCE INSPECTION EQUIPMENT (NAVY/AIR FORCE)

52.245-4537 OSC (FEBRUARY 2002)

a. Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) necessary, except for the Government Furnished Equipment (GFE) listed in paragraph (g.8). The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contacting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.

c. Contractor AIE designs, specifications, and procedures for Critical, Major, Special, and Minor characteristics shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423. All Contractor AIE documentation requiring Government approval shall contain sufficient information to permit evaluation of the AIE's ability to test, verify or measure the characteristic or parameter with the required accuracy and precision. Contractor designed AIE requiring Government approval shall be made either in accordance with the equipment drawings specified in section C of contract (Description/Specification Section), or in accordance with any other design documentation provided that it is approved by the Government. The Government will approve the AIE documentation or provide requirements for approval within 45 days of receipt. The Contractor shall be responsible for any delays resulting from late submission of AIE documentation to the Government for approval, and any delays resulting from the submission of inadequate or incomplete AIE documentation.

d. The contractor must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

e. Resubmission of AIE design, specification, and procedure documentation for approval on a follow-on contract is not required provided inspection characteristic parameters specified in the current technical data package and the previously approved AIE documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE

Name of Offeror or Contractor:

documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during the performance of this contract, use of any AIE not meeting the requirements of the approved design, specification, or procedure documentation.

g. Navy Special Interface Gage Requirements (NSIG)

1. The Navy Special Interface Gages listed under this clause will be forwarded to the Contractor for joint use by the Contract Administration Office (CAO) and the Contractor.

2. The Contractor may substitute contractor designed and built AIE for the NSIG noted as applicable in paragraph g.8. However, the designs require Government approval and the contractor AIE hardware requires Government certification. AIE designs shall be submitted in accordance with paragraph c. The contractor shall notify NSW Corona prior to submission of AIE for certification. Two copies of each Government approved contractor AIE drawing shall accompany the contractor AIE hardware sent to the Government for certification. The Government shall perform the contractor AIE certification, return the hardware and provide notification of acceptance or rejection to the Contractor within 45 days of receipt of the contractor AIE. The contractor shall be responsible for any delays resulting from late submission of documentation or hardware. The Contractor shall also submit the calibration periods for each contractor AIE for approval. The Government shall affix Calibration stickers to the contractor AIE for Quality Assurance Representative (QAR) identification.

3. The NSIGs are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the Contractor of meeting all drawing/specification requirements under the contract.

4. Items that fail to be accepted by the applicable NSIGS may be inspected by another means to determine acceptance or rejection, provided the alternate inspection method is acceptable to the government approval authority.

5. The Government shall not be responsible for discrepancies or delays in production items resulting through misuse, damage or excessive wear to the NSIGs.

6. Calibration and repair of the NSIGs shall only be performed as authorized by the Naval Surface Warfare Center (NSWC), Corona Division. Repair is at no cost to the Contractor unless repair is required due to damage to the gages resulting from Contractor fault or negligence. Damaged, worn, or otherwise unserviceable NSIGs shall be brought to the immediate attention of the CAO and NSWC Corona. The Contractor shall not make any adjustments, alterations or add permanent markings to NSIG hardware unless specified by the NSIG operating instructions or authorized by the Designated Technical Activity.

7. Within 45 days after final acceptance of all production items, the NSIGs shall be shipped to NSWC, Corona Division, ATTN: Receiving Officer, Bldg 575, Gage Laboratory, 1999 Fourth St., Norco, CA 92860-1915. The following specifications are applicable:

(i) Shipping, MIL-STD-2073, "DOD Standard Practice for Military Packaging"

(ii) Marking, MIL-STD-129, "Marking for Shipment and Storage".

8. The following NSIGs shall be provided and are mandatory for use except as noted by an (x) for paragraph (g.2) applicability.

Para.

g.2

applies	Drawing	Rev	Char	NSIG	Qty	Dimensions	Weight	Value
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(End of Clause)

(ES6032)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 16 of 43
Name of Offeror or Contractor:		

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 17 of 43
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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	OSC		

(End of Clause)

(FS7240)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 18 of 43
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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	242-1107(B) DFARS	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS - AMMO (NAVY SPECIAL)	JUN/1996

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

1. Purchasing Office:

U.S. Army Joint Munitions Command
ATTN: AMSJM-CCA-M/Gail Thompson
Rock Island, IL 61299-6000
thompsonsg@osc.army.mil

2. Administration Office:

See Award Document

3. Production Manager:

U.S. Army Joint Munitions Command
ATTN: AMSJM-CDB/George Teague
Rock Island, IL 61299-6000

4. Additional Distribution (As Indicated):

- () a. Navy Ships Parts Control Center
ATTN: Code 852
P.O. Box 2020
Mechanicsburg, PA 17055-0788
- (x) b. Commanding Officer
Naval Surface Warfare Center (NSWC)
ATTN: Code 4025
Crane, IN 47500-5000
paul_brown@crane.navy.mil
- () c. Commanding Officer
Naval Air Systems Command
ATTN: AIR-11411
Washington, DC 20361-1140

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 19 of 43
Name of Offeror or Contractor:		

() d. Commander
 Naval Special Warfare Command
 ATTN: N9, NAB Coronado
 San Diego, CA 92155-5037

() e. Commander
 Naval Warfare Assessment Center
 ATTN: Code 2063
 Point Mugu, CA 93042-5000

(End of Clause)

(HA6027)

H-3 52.242-4506 PROGRESS PAYMENT LIMITATION MAR/1988
 OSC

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-4 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002
 DFARS

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

(End of Clause)

(HA7502)

H-5 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA NOV/1995
 DFARS

(End of clause)

(HA7503)

H-6 245.7310-1 DEMILITARIZATION JUL/1996
 DFARS

When demilitarization of property is required, whther on or off contractor or Government premises, the invitation must include the following clause:

(a) DEMILITARIZATION.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 20 of 43
Name of Offeror or Contractor:		

Item(s) MK11-0 Cartridge Tank require demilitarization by the Purchaser in the manner and to the degree set forth below:

- (1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;
- (2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.
- (b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.
- (c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.
- (d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --
- (1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contract, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.
- (2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay theses excess costs to the Contractor.
- (3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the p;urchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contract exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(End of Clause)

(HA7800)

H-7	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
OSC			

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 21 of 43
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Name of Offeror or Contractor:

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 22 of 43
	PIIN/SIIN	MOD/AMD	

DAAA09-03-R-0119

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1		*** THIS REFERENCE (IF0079) IS NO LONGER VALID ***	
I-2	52.202-1	DEFINITIONS	DEC/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-10	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-25	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-26	52.232-1	PAYMENTS	APR/1984
I-27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-28	52.232-11	EXTRAS	APR/1984
I-29	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-30	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-31	52.232-17	INTEREST	JUN/1996
I-32	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-33	52.232-25	PROMPT PAYMENT	MAY/2001
I-34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-35	52.233-1	DISPUTES	JUL/2002
I-36	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-37	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-38	52.242-13	BANKRUPTCY	JUL/1995
I-39	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-40	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-41	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)(CLASS DEVIATION 99-00012)	DEC/1989
I-42	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-43	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-44	52.248-1	VALUE ENGINEERING	FEB/2000
I-45	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-46	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-47	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-48	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-49	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-50	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-51	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 23 of 43
	PIIN/SIIN DAAA09-03-R-0119	MOD/AMD	

Name of Offeror or Contractor:

	Regulatory Cite	Title	Date
	DFARS		
I-52	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-53	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
	DFARS	GOVERNMENT OF A TERRORIST COUNTRY	
I-54	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS	APR/1996
	DFARS	SUBCONTRACTING PLAN (DOD CONTRACTS)	
I-55	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
	DFARS		
I-56	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
I-57	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
	DFARS		
I-58	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-59	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-60	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
	DFARS		
I-61	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-62	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
	DFARS		
I-63	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-64	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
	DFARS		
I-65	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		

I-66 52.209-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING SEP/1989

(a) The Contractor shall deliver * unit(s) of Lot/Item * within ** calendar days from the date of this contract to the Government at * for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(Estimated Government Test Costs: \$20,000.00)

(End of clause)

(IF6003)

I-67 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the basic quantity of MK11-0 Cartridge Tanks by a quantity of up to and including but not exceeding 175 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding delivery of 80% of basic contract quantity by

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0119 MOD/AMD</p>	<p style="text-align: center;">Page 24 of 43</p>
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Name of Offeror or Contractor:

giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
<p>Evaluated Option (F.O.B. Destination)</p>	<p>\$_____ CLIN 0001</p>

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-68	52.225-8	DUTY-FREE ENTRY	FEB/2000

(g)(4) The notation:			

UNITED STATES GOVERNMENT, (agency) Duty-free entry to be claimed pursuant to Item No(s) (from Tariff Schedules), Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify (cognizant contract administration office) for execution of Customs Forms 7501 and 7501-A and any required duty-free certificates.

(End of clause)

(IF6125)

I-69	52.243-7	NOTIFICATION OF CHANGES	JAN/2001

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with -1- (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 25 of 43
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Name of Offeror or Contractor:

I-70 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 730 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-71 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-72 29.303(C) CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992

(End of clause)

(IF7002)

I-73 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 26 of 43
---------------------------	---	----------------------

Name of Offeror or Contractor:

http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf and in Excel format at http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
 - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-74 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-75	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
OSC			
AUTHORITY OF GOVERNMENT REPRESENTATIVE			
52.201-4500	OSC		(FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (1423)	10-MAY-03	004	
Attachment 001	DATA DELIVERY DESCRIPTION - ECP		009	
Attachment 002	DATA DELIVERY DESCRIPTION - RFD		004	
Attachment 003	DOCUMENT SUMMARY LIST		002	
Attachment 004	ADDRESS CODE DISTRIBUTION ECP/RFD/VECP		001	
Attachment 005	ADDRESS LIST		001	
Attachment 006	GUIDANCE FOR 1423		002	
Attachment 007	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 008	IOC FORM 715-3 DEFENSE PRIORITY & ALLOCATION SYSTEM	01-FEB-96	002	
Attachment 009	IOC FORM 715-4 LISTING OF GOVERNMENT OWNED PROPERTY	01-APR-96	002	
Attachment 010	DISCLOSURE OF LOBBY ACTIVITIES/STD FORM LLL		003	
Attachment 011	INCREASE YOUR PROFITS THROUGH USE OF VALUE ENGINEERING	31-MAY-00	003	
Attachment 012	CD ROM TECHNICAL DATA PACKAGE	16-AUG-02		

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAA09-03-R-0119 MOD/AMD</p>	<p align="center">Page 29 of 43</p>
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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 332439 (insert SIC code).			
(2) The small business size standard is 500 (insert size standard).			

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6003)

K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 02) - ALTERNATE 1 (APR 02)	APR/2002
(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 30 of 43
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Name of Offeror or Contractor:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-5 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____
_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(d) Taxpayer Identification Number (TIN).

- () TIN:
() TIN has been applied for.
() TIN is not required because
() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
() Offeror is an agency or instrumentality of a foreign government;
() Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.

- () Sole proprietorship
() Partnership
() Corporate entity (not tax-exempt);
() Corporate entity (tax-exempt);
() Government entity (Federal, State, or local);
() Foreign government
() International organization per 26 CFR 1.6049-4;
() Other

(f) Common Parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
() Name and TIN of common parent:
Name:
TIN:

Name of Offeror or Contractor:

(End of Provision)

(KF7043)

K-7 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ____ is a women-owned business concern.

(End of provision)

(KF7022)

K-8 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987
As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(End of provision)

(KF7003)

K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

- (i) The Offeror and/or any of its Principals-
- (A) Are ()
are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

- (B) Have ()
have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

- (C)Are ()
are not ()

Name of Offeror or Contractor:

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()
has not (),
within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-10	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
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(End of provision)

(KF7035)

K-11	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-12	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it

() has developed and has on file,
() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 33 of 43
Name of Offeror or Contractor:		

(KF7020)

K-13	252.225-7006	BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS	CERTIFICATE	

*** (c) (2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as ''U.S. made end products'' but do not meet the definition of ''domestic end product'':

_____ (insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

_____	_____
(insert line item number)	(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

_____	_____
(insert line item number)	(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

_____	_____
(insert line item number)	(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

_____	_____
(insert line item number)	(insert country of origin)

(vi) The following supplies are other nondesignated country end products.

_____	_____
(insert line item number)	(insert country of origin)

(End of provision)

(KA7505)

K-14	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
	DFARS		

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0119 MOD/AMD</p>	<p style="text-align: center;">Page 34 of 43</p>
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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSALS

A. SUBMISSIONS OF PROPOSALS:

1. THE PROPOSAL SHALL CONSIST OF THE FOLLOWING:

- a. One executed and completed copy of the solicitation
 - b. Manufacturing Plan Volume (Total 3 copies)
 - c. Past Performance Volume (Total 2 copies)
 - d. Small Business Utilization Plan (Total 1 copy)
2. The complete proposal, including all copies of the Manufacturing Plan, Past Performance and Small Business Utilization volumes along with an executed copy of this solicitation shall be forwarded to the following address:

US Army Joint Munitions Command
Contracting Directorate
ATTN: AMSJM-CCA-M/Gail Thompson
Bldg 350, 6th floor, Pole E10
1 Rock Island Arsenal
Rock Island, IL 61299-6000

B. PREPARATION INSTRUCTIONS FOR MANUFACTURING PLAN, PAST PERFORMANCE AND SMALL BUSINESS:

1. Format: The offeror's Manufacturing Plan, Past Performance and Small Business volumes shall be submitted in severable parts. Information you may want us to consider, SPECIFIC to each volume SHALL BE CONFINED TO THAT VOLUME. Offerors are cautioned that failure to include the requested information in the applicable volume may result in the information not being considered and the proposal being downgraded accordingly. Each volume will be treated independently.

VOLUME I MANUFACTURING PLAN
VOLUME II PAST PERFORMANCE
VOLUME III SMALL BUSINESS UTILIZATION PLAN

2. Each volume shall be consistent with complete submission. Offerors are cautioned that incorporated by reference is NOT allowed. Page size shall not exceed 8 1/2 x 11 inches, foldout pages may be used.

3. Deviations: The offeror shall prepare its proposal following the format specified in this section.

C. SPECIFIC INSTRUCTIONS BY VOLUME: In order for an offeror's proposal to be acceptable it must reflect a complete understanding of the RFP and demonstrate the technical capability to perform the overall effort in accordance with the delivery schedule. An index shall be included with narrative title cross-referenced to the applicable paragraphs of this section. Discussions text shall be identified by the same title. The offeror shall submit a Manufacturing Plan, Past Performance and Small Business Utilization proposal addressing the elements listed below:

- (1) MANUFACTURING PLAN - FACTOR
 - a. Essential Processes and Procedures - Subfactor
 - b. Essential Skills - Subfactor
 - c. Quality System - Subfactor
- (2) PAST PERFORMANCE - FACTOR
 - a. On-Time Delivery - Subfactor
 - b. Quality - Subfactor
- (3) PRICE - FACTOR
- (4) SMALL BUSINESS UTILIZATION PLAN - FACTOR

BASIS FOR AWARD:

a. A best value, competitive, firm fixed price contract is contemplated for award. There will be a 175% evaluated option included in this award. The solicitation will be full and open competition.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0119 MOD/AMD</p>	<p style="text-align: center;">Page 35 of 43</p>
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Name of Offeror or Contractor:

b. Award will be made to the offeror whose Manufacturing Plan, recent and relevant Past Performance, Price and Small Business Utilization Plan provides the best value to the government. "Recent" is defined as three years prior to the solicitation's initial closing date. "Relevant" is defined as the same or similar items. "Same or similar" are defined as items that have been produced utilizing the similar manufacturing processes, essential skills and unique techniques needed to produce the 76mm MK11-0 Cartridge Tank. Offeror shall provide a brief narrative explanation of how/why they believe the experience is relevant.

The Government reserves the right to determine whether an item is the same or similar.

For the purpose of this acquisition , "offeror" is defined as prime contractor and subcontractors.

INFORMATION TO BE SUBMITTED:

(1) MANUFACTURING PLAN - FACTOR:

a. ESSENTIAL PROCESSES AND PROCEDURES - Subfactor: The plan must describe a manufacturing plan, which will ensure that the MK11-0 Cartridge Tank will be manufactured in accordance with the applicable technical data and must include a complete description of facilities, equipment, capacity and processes to be utilized. The plan shall include data to verify that the manufacturing facility needs of the program will not be adversely impacted by the needs of existing or projected programs and equipment. Deep drawing dies and related equipment, foundry furnaces and related casting equipment, aluminum welding and finishing equipment, stamping/forming presses, plastic injection molding ability and machine capability must be in place to perform the operations required. Data shall include assignments of floor space, machines and other units of resources to programs and other data used by the contractor. The offeror must identify outsourcing availability, planned capital investments, or other means to eliminate any operating shortfalls or bottlenecks in the production process.

b. ESSENTIAL SKILLS - Subfactor: The plan shall address the essential skills, knowledge, and availability of the offeror's labor force to include management, quality, engineering and production. Data shall include specific skills required and the recruitment plan to fill any vacant positions. The plan shall provide an organization chart for the performance of the contract including the relationship and interface of the offeror's various organizational elements, including government and subcontractors.

c. QUALITY SYSTEM- Subfactor: The offeror will submit a copy of their General Quality Manual. The manual will demonstrate that the offeror's quality system meets the requirements of ANSI/ASQ 9002, or an equivalent quality standard acceptable to the government. Evidence of quality awards and/or quality certifications should be submitted for consideration. The offeror shall also provide information relative to preventive action initiatives being implemented as part of the overall quality system.

(2) PAST PERFORMANCE - FACTOR:

a. ON-TIME DELIVERY - Subfactor: The offeror must provide information regarding his recent and relevant past performance in the areas of timeliness of deliveries. For verification purposes, offeror should furnish a point of contact/name, phone number, contract number, item description and dollar value of recent, relevant contracts. The original delivery schedule will be compared to the actual delivery schedule to determine whether deliveries were made on time and whether there were any slippages. If so, include the reasons for those slippages, and whether a revised delivery schedule was incorporated. Other sources, available to the Government other than those listed in the contractor's proposal may be used to gather and evaluate subfactors. For example, the government may use data gathered via the PPIMS system, pre-award offices at other major supporting commands, past customers, and previous contracting officials. In addition, the government has the right to consider information regarding contractor performance up to the date of award.

b. QUALITY - Subfactor: The offeror shall provide information regarding recent, relevant record in the area of quality assurance. The offeror will be required to disclose information about previous Request for Waivers (RFWs), Quality Deficiency Reports (QDRs), Corrective Action Requests (CARs), First Article Test (FAT) failures, Lot Acceptance Test(LAT) failures, and any other product quality or quality program related problems. When such quality problems have been experienced, the offeror will submit information explaining the corrective/preventive actions taken to resolve quality problems and to improve their process to prevent their reoccurrence. Offeror's submission will be clear and concise when describing the deficiency, corrective/preventive action(s) taken and effectiveness of these action(s).

(3) PRICE - FACTOR: The offeror will submit a firm fixed price in Schedule B of the solicitation. The offeror will submit a price for the evaluated option in Section I of the solicitation. If applicable, the offeror will submit information regarding Government Property in Section M (Evaluation Procedures for use of Government Owned Production and Research Property) and lists of government property that the contractor will be utilizing.

(4) SMALL BUSINESS UTILIZATION - FACTOR:

(a) All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(i) Small Business (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Business (SDBs), Woman-Owned Small Business (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses,

Name of Offeror or Contractor:

hereinafter all referred to as SB; and

(ii) Historically Black College, Universities and Minority Institutions (HBCU/MIs).

(b) For Small Businesses, as identified by the size standard for the North American Industry Classifications System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCu/MI is to be identified and will be considered in evaluating small business utilization.

(c) Small Business Utilization:

(i) The offeror is to provide names, products/services and estimated dollar value and type of SB and HBCU/MIs who would participate in the proposed contract in the format below:

<u>SB TYPE</u>	<u>ESTIMATED VALUE</u>	<u>PRODUCT/SERVICE</u>	<u>COMPANY NAME</u>
<hr/>			
<u>TOTAL SB \$</u>			

(ii) Large business offerors, where FAR 52.219-9 applies, shall identify the total subcontracting dollars.

(iii) Realism - All offerors are to provide a detailed description of their methods used to promote and utilize small business, as prescribed by FAR 52.219-8, in contracts within three years prior to the initial solicitation closing date for the same or similar items.

(A) A description and available documentation of the methods employed to promote small business utilization, and;

(B) A description of the internal methods used to monitor small business utilization.

(C) Large business offerors shall document their performance, using information prescribed by FAR 52-219-9 "Small Business Subcontracting Plan" in contracts within three years prior to the initial solicitation closing date, for the same and similar items.

This documentation shall include their actual performance in utilizing SB and HBCU/MI subcontracting goals. The documentation shall include the final or most recent SF 294 for each relevant contract. If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9 shall so state.

*** END OF NARRATIVE L 001 ***

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF	DEC/1999

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 37 of 43
Name of Offeror or Contractor:		

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
		SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999

L-7 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990

Any contract awarded as a result of this solicitation will be a D046 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-8 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-9 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ, Joint Muntions Command, ATTN: AMSJM_CCA_M/Mary S. Adams, 1 Rock Island Aresenal, Rock Island, IL 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-10 52.211-4510 PARTNERING AUG/2001

AMC

***The principal government representatives for this effort will be Mary S. Adams, Procuring Contracting Officer, Gail Thompson, Contract Specialist, Randy Stec, Production Quality Manager (Include names, positions, and roles in contract administration).

(End of Provision)

(LM6100)

L-11 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 38 of 43
Name of Offeror or Contractor:		

L-12 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-13 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0119 MOD/AMD</p>	<p style="text-align: center;">Page 39 of 43</p>
--	--	---

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

EVALUATION FACTORS FOR AWARD, BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH:

EVALUATION FACTORS RATING:

MANUFACTURING PLAN IS SIGNIFICANTLY MORE IMPORTANT THAN PAST PERFORMANCE. PAST PERFORMANCE AND PRICE ARE APPROXIMATELY EQUAL, SMALL BUSINESS UTILIZATION IS LEAST IMPORTANT. THE SUBFACTORS UNDER EACH FACTOR ARE LISTED IN DESCENDING ORDER OF IMPORTANCE.

NOTICE TO OFFERORS:

The evaluation team has been selected on the basis of their experience with and/or the nature of their job responsibilities relative to the MK11-0 Cartridge Tank. Only volumes relative to their expertise will be reviewed by the evaluation team. The evaluation team may determine that an on-site visit to the facilities of the offerors whom have been determined to be in the competitive range may be necessary for clarification. The information obtained during an on-site visit will be used to further evaluate the offeror in the Manufacturing Plan area.

EVALUATION PLAN:

Each offeror will be evaluated against the established criteria. Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for scoring. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The government will not make any assumptions concerning an offeror's intent, capabilities, facilities, or experience. Clear identification is the SOLE responsibility of the OFFEROR. Only factors/sub-factors identified in Section M of the RFP will be evaluated. The evaluators will make a qualitative assessment with substantiated and/or supporting rationale for each subfactor by assigning an adjectival rating of Poor/High Performance Risk, Adequate/Moderate Performance Risk, Excellent/Low Performance Risk for Manufacturing Plan. Past Performance ratings are: Unknown, Poor/High Performance Risk, Adequate/Moderate Performance Risk, Excellent/Low Performance Risk. Small Business Utilization evaluator will use Marginal/High Performance Risk, Adequate/Moderate Performance Risk, Good/Low Performance Risk, or Excellent/Very Low Performance Risk. Price will be evaluated as described herein. Any areas of the offer requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarifications, without opening discussions.

EVALUATION CRITERIA IS DIVIDED INTO FOUR AREAS: MANUFACTURING PLAN, PAST PERFORMANCE, PRICE AND SMALL BUSINESS UTILIZATION:

(1) MANUFACTURING PLAN - FACTOR: The offeror will be rated on his technical know-how, equipment and personnel required to manufacture the product in accordance with the solicitation, Technical Data Package (TDP) and the delivery schedule. This determination can be obtained through a written statement by the offeror and, if deemed necessary, an on-site visit of the offeror's facilities. All required certifications and standards must be identified. Other (non-required) certifications, abilities, and capabilities, which would enhance the manufacturing plan of the offeror to complete the MK11-0 Cartridge Tank may be addressed under a separate section of the written report. This evaluation will become an integral part of the overall manufacturing plan evaluation.

(a) ESSENTIAL PROCESSES AND PROCEDURES - SUBFACTOR: The offeror will be evaluated on the adequacy of the existing equipment and facilities. The offeror must demonstrate that he has the equipment necessary to manufacture according to the Technical Data Requirements. Data must show that other programs currently in house or scheduled for the future will not affect the production of the MK11-0 Cartridge Tank. If shortfalls of manufacturing equipment and/or facilities exist, the remedy or outsourcing arrangement/availability will be evaluated. Among other areas evaluators will consider/review the processes and capacity of the following:

- (i) Deep Drawing Capabilities
- (ii) Foundry (Furnaces and Casting)
- (iii) Aluminum welding and finishing
- (iv) Plastic Injection Molding
- (v) Stamping/Forming Presses
- (vi) Machining

(b) ESSENTIAL SKILLS - SUBFACTOR: The offeror will be evaluated on the capability of personnel to be used to perform the essential processes and procedures required to meet the delivery schedule. The information should provide a sense of the offeror's ability to interface within his organization, the government, and his subcontractors. The recruitment plan for any vacant positions of essential skills will be evaluated. Among other areas evaluators will consider/review the offeror's essential skills knowledge in the following areas:

- (i) Machinists
- (ii) Sand or Die Casting Expertise
- (iii) Aluminum Welding Expertise
- (iv) Plastic Injection Molding Expertise

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 40 of 43
---------------------------	--	----------------------

Name of Offeror or Contractor:

- (v) Stamping/Forming Expertise
- (vi) Quality Control Skills
- (vii) Technical Management Skills
- (viii) Metallurgists

Evaluation will be based on number and type of personnel, experience, and integration of the workforce.

(c) **QUALITY SYSTEM - SUBFACTOR:** Does the offeror's General Quality Manual meet the requirements of ANSI/ASQ 9002, or an equivalent quality standard acceptable to the government? Has the offeror implemented preventive action initiatives as part of their overall quality system?

(2) PAST PERFORMANCE - FACTOR:

(a) **On-Time Delivery - Subfactor:** The offeror will be evaluated as to his ability to meet the required delivery schedule based on performance against past and current contracts. Reasons for past schedule slippages will also be evaluated.

(b) **Quality - Subfactor:** The offeror will be evaluated on the probability of success on this contract based on their recent and relevant past quality performance, with the consideration of the following:

- Number and significance of QDRs that were the fault of the offeror
- Number and significance of CARs issued by DCMA to the offeror
- Number of repetitive RFWs
- Is there objective evidence that the offeror's quality system identifies adverse trends/ deficiencies and supports actions to correct/prevent adverse trends/deficiencies?
- Did the offeror's response to QDRs, RFWs, CARs, FAT/LAT failures and other product quality or quality program problems provide the following: root cause analysis of the deficiency; immediate action(s) taken to correct deficiency, including repair/rework if product related, and action(s) taken to prevent recurrence; follow-up to determine effectiveness of corrective/preventive action(s); determination by offeror if deficiency was isolated problem or system related.

(3) PRICE - FACTOR: Price will be evaluated as described herein. The basic quantity times the unit price proposed, added to evaluated option quantity/percent times unit price proposed. If there is GFE to be considered in accordance with Section M "Evaluation Procedures for Use of Government Production and Research Property" that shall be added to those offerors who propose to utilize the equipment.

(4) SMALL BUSINESS UTILIZATION PLAN- FACTOR: The government will evaluate each offeror's (small, large and foreign) proposed utilization of:

- Small Business (SB)
- Small Disadvantaged Business (SDB)
- Women-Owned Small Business (WOSB)
- Veteran-Owned Small Business (VOSB)
- Service Disabled Veteran-Owned Small Business (SDVOSB)
- Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
- Historically Black College and Universities/Minority Institutions (HBCU/MI)

For Small Business, as identified by the size standard for the North American Industry Classification Systems (NAICS) applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of a proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of joint venture or teaming agreement. The elements to be evaluated are:

- (a) Complexity of specific products or services that will be provided by SB/ and HBCU/MI's.
- (b) Estimated dollar amount of each to Small Businesses, as well as in each of the Small business categories and HBCU/MI's.

(c) **Realism -** The Government will evaluate the offeror's actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for same or similar items to assess the realism of proposed small business utilization. This evaluation will include an assessment of:

(i) The offeror's performance as prescribed by the Federal Acquisition Regulations (FAR) clause 52.219-8, "Utilization of Small Business Concerns". SB's and HBCU/MI's are reminded to include their own performance on their contracts.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 41 of 43
---------------------------	--	----------------------

Name of Offeror or Contractor:

(ii) For large business offerors, their performance as prescribed by FAR 52.219-9, "Small Business Subcontracting Plan". This includes evaluation of the offeror's actual performance in meeting SB and HBCU/MI subcontracting goals. Large businesses that have not held a contract in the past three years that included FAR 52.219-9 will be evaluated against FAR 52.219-8 only.

Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

*** END OF NARRATIVE M 001 ***

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.245-4519 OSC	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	AUG/1993

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

☐ Offer is predicated on use of Government property in offeror's possession.

☐ Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement:_____

Number and Date:_____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0119 MOD/AMD</p>	<p style="text-align: center;">Page 42 of 43</p>
--	--	---

Name of Offeror or Contractor:

- (1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.
- (2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.
- (d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.
- (e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.
- (f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:____months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.
- (g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:
- $$\frac{\text{TxRxPxS}}{Q} = C$$
- T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).
- R: Rental rate.
- P: Production period (months).
- Q: Quantity of items to be procured.
- S: Pro rata share, if applicable.
- C: Evaluation factor to be added to unit price.
- (h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.
- (i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.
- (j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.
- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
- (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0119 MOD/AMD	Page 43 of 43
Name of Offeror or Contractor:		

(MS7005) (End of provision)